

**Town of Woodstock WPCA**  
**Woodstock, Connecticut**  
**REQUEST FOR QUALIFICATIONS**

**For**

**ENGINEERING SERVICES FOR COLLECTION SYSTEM CMOM &  
ASSET MANAGEMENT PLAN**

**Section 1 – General Information**

**A. Background & Procurement Description**

The Town of Woodstock WPCA owns and operates a wastewater collection system consisting of approximately four (4) to five (5) miles of gravity and low-pressure sewer mains, and one (1) pump station with approximately 1,200 linear feet of force main. Additionally, there are private sewer systems from the Woodstock Agricultural Society & Fairgrounds and Woodstock Academy that are connected to the Woodstock sewer system. The Town does not own a Water Pollution Control Facility (WPCF), but instead sends sanitary sewer flows to the neighboring Town of Putnam, in accordance with the terms of an Inter-Municipal Agreement (IMA). A small portion of the Town is sewered, providing service to residential customers, commercial/industrial users, and three (3) schools.

The Town has a need to prioritize potential wastewater capital needs in its aging collection system. This Project will evaluate the Woodstock sanitary sewer collection system, and provide recommendations for long-term prioritized improvements including I/I removal, O&M needs and rehabilitation of gravity sewer mains, sanitary sewer manholes, and pump station.

The Town intends on utilizing ARPA Funds for this Project. Services shall be provided in conformance with all requirements, policies and practices of the Town of Woodstock and the ARPA Funding Regulations.

**B. Contract Terms**

The Town requires that all parts of this Request for Qualifications ('RFQ') are an integral part of any contract. The Form of contract, AIA C-103-2015 as modified and attached to this RFQ shall be the form of contract. The proposer warrants and agrees that, if awarded a contract, it will execute the attached agreement without modification, exception, alteration or exception.

**C. Proposal Acceptance**

If agreement can be reached, the Town intends to make an award within thirty (30) days after the receipt of requests for qualifications. The time for Award may be extended for up to 45 additional days at the Town's discretion.

#### D. Right to Cancel/Reject

The Town reserves the right to cancel this RFQ or reject in whole or in part any and all proposals if the Town determines that cancellation or rejection serves the best interests of the Town.

### **Section 2 – Instructions to Proposers**

#### A. Requirements and Submissions

Below please find a description of the requirements and submissions that must be included as part of a proposal.

##### I. Proposal Components

The following items must be submitted for the proposal to be considered:

###### i. Non-Collusion Form

Every proposal must include a certification of good faith, certifying that the proposal was made in good faith and without collusion or fraud.

###### ii. Tax Compliance Form

Every proposal must include a written certification that the proposer has complied with all state laws relating to taxes, reporting of employees and contractors, and child support.

###### iii. Certificate of Authority

Every proposal must include a certificate of authority to sign (samples attached for corporation and LLC).

###### iv. Certificate of Debarment/Suspension

Every proposal must include a signed certificate of Debarment/Suspension (sample attached)

###### v. Certification Regarding Lobbying by Contractor

Every proposal must include a signed certification regarding lobbying by contractor (sample attached)

###### vi. Certification Regarding Procurement of Recovered Materials

Every proposal must include a signed certification regarding procurement of recovered materials (sample attached)

###### vii. Certification Regarding Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Every proposal must include a signed certification regarding prohibition on certain telecommunications and video surveillance services or equipment (sample attached)

###### viii. Certification Regarding Domestic Purchase of Goods, Products or Materials

Every proposal must include a signed certification regarding the domestic purchase of goods, products or materials (sample attached)

## II. Submittals

1. Statement of firm/team capacity, qualifications and experience including cooperative efforts with sub consultants.
2. Project descriptions and list of references for 3 communities where you have performed services similar to those included in this request. Preference will be given to services performed in Connecticut and Massachusetts communities of similar size and complexity.

References shall include contact person, email address and telephone number. Project descriptions shall be relevant to the services requested herein.

3. Identification and description of the proposed project team and key staff that will perform the services, including resumes and specific related experience.
4. Understanding of the Town's needs. Describe your approach to assisting us.
5. Describe any "value added" attributes that your firm/team will bring to benefit the Town.

## B. Proposal Delivery

Below please find a description of the way sealed proposals must be submitted.

### I. Due Date and Time

Proposals shall be received by the Office of the First Selectman of the Town of Woodstock, Town Hall, 415 Route 169, Woodstock, CT 06281, on or before April 27, 2023, at 2:00 PM.

Any proposal received after that time shall be rejected as non-responsive.

### II. Hours of Operation

Proposals must be delivered during the normal hours of operation of the Town of Woodstock Town Hall: Monday through Thursday 8:30 AM to 4:30 PM

### III. Copies

Proposers must submit five (5) copies of the proposal and one electronic version on a USB flash drive.

### IV. Labeling

Each proposal shall be labeled with (1) the proposal title, (2) the proposal due date, (3) the name of the proposer.

### V. Signatures

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

## C. Questions, Changes, Modifications and Withdrawals

### I. Questions

Questions concerning this RFQ must be submitted in writing to Leeanne Lachapelle, WPCA Executive Assistant, via email at [wpc@woodstockct.gov](mailto:wpc@woodstockct.gov). Subject Line should read, Collection System CMOM & Asset Management Plan RFQ Question, at least seven (7) business days prior to the Bid opening date. Written responses will be emailed to all bidders on record as having obtained the RFQ.

There will be no site visits or pre-proposal meetings as part of this RFQ process.

### II. Changes/Addenda

If any changes are made to this RFQ, Addenda will be issued. Addenda will be e-mailed to all proposers on record as having obtained the RFQ.

### III. Modifications and Withdrawals

A proposer may correct, modify, or withdraw a proposal by written notice received by the Town of Woodstock prior to the time and date set as the proposal due date.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No \_." to the address listed in part one of this section. Each modification must be numbered in sequence and must reference the RFQ.

After the proposal due date, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived, or the proposer will be allowed to correct them.

## D. Unforeseen Office Closures

If, at the time of the scheduled due date, the Office of the First Selectman (ATTN: Jay Swan), Town of Woodstock, Town Hall, 415 Route 169, Woodstock, CT 06281, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the due date will be postponed until 2:00 PM on the next normal business day. Proposals will be accepted until that date and time.

## E. Minimum Qualifications

A proposer must demonstrate they can meet the following minimum qualifications, to be eligible for further consideration.

- I. Proposer must be a licensed Professional Engineering Firm registered to do business in the State of Connecticut.
- II. The Firm's Key Personnel should demonstrate experience with similar municipal services.
- III. Staff experience: Firm must commit an individual project manager with at least ten (10) years of project management experience, five (5) of them managing other similar projects.
- IV. Team Experience: Firm must commit a team of engineers and list of any sub-consultants proposed for use on the Project. The staff proposed in RFQ responses must be the team that will work on the Project.

### **Section 3 – Scope of Services**

1. **Kick-Off Meeting**: Meet with the Town of Woodstock WPCA and staff to review the project goals, scope of work, review questions and action items, and obtain input on the upcoming Project tasks.
2. **Level 1 Manhole Inspections**: Obtain GPS coordinates, at +/- 0.5 meter accuracy, for all accessible manholes (estimated quantity of 130) in the sewer system, including pump station locations and force main structures. At the same time of the GPS-work, perform approximately 130 “Level 1” at-grade interior manhole inspections, including depths to inverts (inches) from frame and cover, manhole type, pipe locations and types, observations, as well as preliminary interior and exterior photos. This is the estimated quantity of field work, based on the Town’s existing sewer system mapping. A manhole inspection form will be filled out for each manhole. Prepare a manhole inspection summary table, in Microsoft Excel format, utilizing the manhole inspection forms from the field, including manhole inspection dates, condition assessments, and other field observations. All Level 1 manhole inspections shall be reviewed by licensed Professional Engineer. This data will be formatted such that it can be geo-referenced into the Town’s GIS sewer system mapping. This task excludes any police detail and/or traffic control costs, which will be paid for directly by the Town, if required.
3. **Level 2 Manhole Inspections**: Perform approximately 130 “Level 2” internal manhole inspections, the purpose of which are to gather detailed structural, I/I and O&M needs information needed to fully document all defects, determine conditions of the manhole, and provide specific information needed to recommend corrective action. Envirosight’s “Cleverscan” rapid, automated manhole inspection equipment shall be utilized, which is state-of-the-art technology for completing this work. A manhole inspection report will be generated for each “Level 2” manhole inspection. All Level 2 manhole inspections shall be reviewed by licensed Professional Engineer. This task excludes any police detail and/or traffic control costs, which will be paid for directly by the Town, if required.
4. **GIS Sewer Mapping**: Based on the results of the GPS coordinates and manhole inspections, update the Town’s GIS mapping for the sewer system to include manhole locations and individual pipe segments. Create an asset inventory, including a naming convention that makes sense for the Town based on the existing sewer system mapping.
5. **Pump Station Condition Assessment**: Conduct one (1) site visit to the Town’s wastewater pump station (duplex submersible pumping system, electrical/control building, backup generator) to review existing equipment, and develop an inventory of equipment. Create an asset inventory, including a naming convention that makes sense for the Town. Utilize the summary database to note the existing limitations and needs for each identified asset.
6. **CCTV Inspection**: Perform CCTV inspection, using CCTV inspection equipment, on all of the gravity sewer mains in the Woodstock collection system [25,000 linear feet (LF)]. This task excludes any police detail and/or traffic control costs, which will be paid for directly by the Town, if required. This task does not include any cleaning required prior to CCTV inspection. Following the CCTV inspection, review the data and provide recommendations for rehabilitation. Provide a CCTV report log and video to the Town for each sewer segment that is CCTV inspected, and incorporate the findings and recommendations into the Asset Management Database. All CCTV reports shall be reviewed by licensed Professional Engineer.
7. **Asset Management Database**: Utilizing the updated sewer system GIS mapping, develop the framework for an Asset Management Database (spreadsheet format) to be used by the Town to prepare for future repairs and upgrades to its collection system. Create an asset inventory, including a naming convention that makes sense for the Town based on existing sewer system mapping.
8. **Draft Capital Improvements Plan**: Prepare a summary of the work for the collection system and pump station that is recommended to be completed for the planning period. Integrate collection system and pump station upgrade alternatives and costs into a multi-year Capital Improvements Plan, so that prospective collection system capital needs can be prioritized together with pump station capital needs.

9. Updated Sewer Rate Projections: Evaluate the impacts of the Collection System CMOM and Asset Management Program to the Town's sewer rates and affordability. This includes five to ten-year rate projections, as well as an anticipated capital improvements plan including future work to be done in the collection system and at the pump station.
10. Draft Summary Memorandum: Prepare a draft summary memorandum for review by the WPCA, summarizing the work of all tasks above.
11. Client Coordination/WPCA Meeting: Facilitate a Public Informational Meeting in Woodstock, including a public presentation with the town management, including elected officials. The meeting will be open to the public. Obtain input from the Town on the recommended plan.
12. Final Summary Memorandum: Update and finalize the summary memorandum, upon receipt of review comments from the WPCA.

## **Section 4 – Evaluation and Selection**

### A. Comparative Criteria

Each proposal shall be reviewed and rated as either “Highly Advantageous,” “Advantageous,” “Non-advantageous” or “Unacceptable.” Selection will be based, in large part, upon the Minimum Applicant Qualifications previously set forth and on the following criteria:

1. ***Understanding of the Town's needs for the type of discipline of work proposed herein:***
  - “Highly advantageous” if outstanding understanding and approach description given.
  - “Advantageous” if good understanding and approach description given.
  - “Non-advantageous” if fair understanding and approach description given.
  - “Unacceptable” if no understanding is submitted.
2. ***Direct wastewater project experience with the Town of Woodstock by Project team staff for projects of similar scope as outlined in Section 3:***
  - “Highly advantageous” if two (2) or more past wastewater projects completed for the Town of Woodstock.
  - “Advantageous” if one (1) or more past wastewater project(s) completed for the Town of Woodstock.
  - “Non-advantageous” if no past wastewater projects completed for the Town of Woodstock.
  - “Unacceptable” if no similar projects completed for other similar communities.
3. ***Project descriptions and list of references from communities of similar size and project complexity, completed or still ongoing during the past 10 years, where you have performed services similar to those proposed herein:***
  - “Highly advantageous” if more than ten (10) similar CMOM and Asset Management wastewater projects successfully completed in the last five (5) years.
  - “Advantageous” if between five (5) and ten (10) similar CMOM and Asset Management wastewater projects successfully completed in the last five (5) years.
  - “Non-advantageous” if less than five (5) similar CMOM and Asset Management wastewater projects successfully completed in the last five (5) years.
  - “Unacceptable” if no similar CMOM and Asset Management wastewater projects completed in the last five (5) years.

4. **Identify and set forth qualifications of the in-house staff who will work on the Project proposed herein. Include the individual who will serve as the contact person and have primary responsibility for the project. Include resumes and specific related experience for all members who will work on the project. The technical team shall not include office support or clerical staff:**

“Highly advantageous” if all members of the technical team have more than ten (10) years of relevant work experience, and have relevant experience working with the Town of Woodstock.

“Advantageous” if all members of the technical team have more than ten (10) years of relevant work experience, but have not worked with the Town of Woodstock.

“Non-advantageous” if all members of the technical team have less than ten (10) years of relevant work experience.

“Unacceptable” if any member has no relevant work experience.

5. **Ability of Proposer to Deliver all Project Tasks Under the Scope of Services:**

“Highly advantageous” if Proposer does not require the use of any sub-consultants and provides all services in-house, and has completed similar services for the Town of Woodstock.

“Advantageous” if Proposer does not require the use of any sub-consultants and provides all services in-house, and has completed similar services for other communities.

“Non-advantageous” if Proposer requires the use of sub-consultants, and has completed similar services for other communities.

“Unacceptable” if Proposer requires the use of sub-consultants, and has not completed similar services for other communities.

6. **Quality of References:**

“Highly advantageous” if all references are positive.

“Advantageous” if references are positive with some minor negative feedback.

“Non-advantageous” if one (1) negative reference.

“Unacceptable” if two (2) or more negative references.

7. **Quality of presentation of RFQ to the Town:**

“Highly advantageous” if of outstanding quality.

“Advantageous” if of good quality.

“Non-advantageous” if of fair quality.

“Unacceptable” if of less than fair quality.

B. Selection

Submittals will be evaluated by the Town upon the basis of the Minimum Qualifications, the Evaluation Criteria for Selection set forth and other appropriate factors. Submissions will then be ranked in the order of qualification. The ranked proposals will be further reviewed and evaluated, including reference checks and past performance on Town projects. This further review and evaluation may include interviews or the opportunity for the respondents to provide additional information to the Town.

There is no specific page limit for this, however, submitters are asked to keep their submittals as succinct as possible. Additionally, the Town will negotiate a fee with the selected firm. **A fee shall not be included with the submitted proposal.**

The Town reserves the right to request further information from the three highest ranked applicants. The Town reserves the right to reject any or all Qualification submittals, to omit any item or items called for, or to accept the Qualifications deemed in the best interest of the Town.

The Town will review all submittals and make a formal recommendation to the Office of the First Selectman. The formal recommendation will be made based on review and consideration of the submitter's qualifications, experience, references, assigned staff and capacity. Although interviews are not specifically being scheduled, the Town reserves the right to request interviews in order to clarify any items and or questions relating to a submittal.

If the Town is unable to negotiate a satisfactory fee with the highest ranked applicant, negotiations shall be terminated and undertaken with the remaining applicants, one at a time, in the order in which they were ranked until an agreement is reached. Once successful negotiations have concluded, the Town will prepare the contract and submit it to the successful applicant for execution.

## **Section 5 – Terms and Conditions**

### A. Term of Agreement

The Town may terminate any agreement that is a result of this RFQ without cause at any time, upon at least seven (7) days written notice.

The Town reserves the right to terminate for cause when the Contracted Party has not performed its contractual obligation and has not rectified the breach or non-performance within seven (7) days of notification. Failure to rectify may result in a termination of the agreement.

### B. Assignment and Subcontracting

The selected Proposer shall not assign, sell, subcontract or otherwise transfer any interest in this Agreement without the prior written consent of the Town.

### C. Examination

By submitting a proposal, the Proposer warrants that he has examined the document and has fully acquainted himself with all conditions and restrictions.

### D. Insurance Requirements

Insurance and indemnification requirements are more fully set forth in the attached C103-2015 Agreement. The selected Proposer shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the State of Connecticut. All such insurance carried shall not be less than the kinds and amounts designated herein, and the selected Proposer agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the selected Proposer to any such kinds and amounts of insurance coverage. All policies issued shall list the Town and the WPCA as additional insureds and shall indemnify and save harmless the Town of Woodstock and the WPCA, their agents, and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract to the fullest extent allowed by law.

<b>Workers Compensation</b>	
	Per statutory requirements
<b>Commercial General Liability</b>	
Personal Injury	\$500,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 per occurrence
	\$1,000,000 aggregate
<b>Vehicle Liability</b>	
Personal Injury	\$500,000 per occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 per occurrence
	\$1,000,000 aggregate

Employers Liability with a policy limit of not less than \$ 500,000.

Professional Liability Insurance covering the negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$3,000,000 per claim and \$3,000,000 in the aggregate.

Excess/Umbrella Liability coverage over all general and automotive liability coverages \$5,000,000 per occurrence and in the aggregate.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Woodstock at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the selected Proposer.

All insurance coverage shall be at the sole expense of the selected Proposer and shall be placed with such company as may be acceptable to the Town of Woodstock and shall constitute a material part of the contract documents.

Failure to provide written proof to the Town and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and may constitute sufficient grounds for immediate termination of the same.

#### E. Indemnification

To the fullest extent allowed by law, the selected Engineer agrees to indemnify and hold the Town, its board members, elected officials, agents, volunteers, employees, and assigns harmless for all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or omissions.

**NON-COLLUSION AFFIDAVIT**

\_\_\_\_\_, being duly sworn, deposes and says that:

(1) The undersigned is (owner, partner, office representative or agent)

of \_\_\_\_\_, the undersigned that has submitted the attached proposal;

(2) The undersigned is fully informed respecting the preparation and contents of the attached proposal and of pertinent circumstances respecting the proposal;

(3) The proposal is genuine and in good faith and is not a collusive or sham proposal;

(4) Neither the undersigned nor any of the undersigned's officers, partners, owners, agents, representatives, employees, subcontractors, or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham proposal in connection with therewith or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Woodstock or any person interested in the proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

Notarization:

Subscribed and sworn on the \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Title

Commission expires: \_\_\_\_\_

**CONNECTICUT TAX CERTIFICATION**

The undersigned certifies under the penalties of perjury that the undersigned, to the best knowledge and belief of the undersigned, has filed all state tax returns and paid all state taxes required under law and is in compliance with all laws of the State of Connecticut relating to taxes, reporting of employees and contractors and withholding and remitting child support.

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Signature and Date

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Name and Title

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Federal Identification Number

**CERTIFICATE OF  
AUTHORITY**

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ (Name of Corporation)

held on \_\_\_\_\_ at which the Directors were present or waived  
notice, the (Date)

Directors voted that \_\_\_\_\_ of the company be  
and hereby is (Name and Title)

authorized to execute contracts and bonds in the name and on behalf of the company, and  
affix the

Corporate Seal thereto, and execution of any contract of obligation in the company's  
name on behalf of the company by \_\_\_\_\_ shall be valid and  
binding upon the  
(Officer)  
company.

I hereby certify that I am the \_\_\_\_\_ of the  
(Title)

\_\_\_\_\_ ; that \_\_\_\_\_  
(Name of Corporation) (Name of Officer)

is the duly elected \_\_\_\_\_ of the company;  
and that the (Title)

above vote has not been amended or rescinded and remains in full force and  
effect as of the date of the contract.

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

**CERTIFICATE OF DEBARMENT / SUSPENSION**

The *Consultant*, \_\_\_\_\_,  
(Print business name of Consultant above)

certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Consultant is unable to certify to any of the statements in this certification, such Consultant must attach an explanation to this submittal.

The *Consultant*, \_\_\_\_\_,  
(Print business name of Contractor above)

**certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Print Title of Authorized Official

\_\_\_\_\_  
Date

**THIS FORM MUST BE COMPLETED BY THE CONSULTANT AND ANY SUB-TIER CONSULTANT THAT WILL BE AFFILIATED WITH THE SERVICES FOR THE PROJECT.**

**CERTIFICATION REGARDING LOBBYING BY CONTRACTOR**

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned **Consultant** certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C.** The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The **Consultant**, \_\_\_\_\_,

(Print business name of Consultant above)

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Print Title of Authorized Official

\_\_\_\_\_  
Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**CERTIFICATION REGARDING PROCUREMENT OF RECOVERED MATERIALS**

Pursuant to the procurement requirements of Section 6002 of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 the *Consultant*, \_\_\_\_\_  
(Print name of Consultant above)

To the extent applicable, shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

To the extent applicable, the undersigned Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

Tt the extent applicable, the undersigned Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Print Title of Authorized Official

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING PROHIBITION ON  
CERTAIN TELECOMMUNICATIONS AND  
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Pursuant to Public Law 115-232, section 889, the undersigned Consultant,

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**(Print business name of Consultant above)**

certifies, by submission of this document that the contract (or any extension or renewal) does not contain covered telecommunications equipment. The Owner is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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Signature of Authorized Official

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Print Name of Authorized Official

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Print Title of Authorized Official

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Date

**CERTIFICATION REGARDING DOMESTIC PURCHASE  
OF GOODS PRODUCTS OR MATERIALS**

To the greatest extent practicable under this Federal award the *Consultant*,

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(Print business name of Consultant above)

agrees to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section will be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this certification:

A. “*Produced in the United States*” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “*Manufactured products*” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The undersigned Consultant agrees to comply with this requirement and must include the requirements in all subawards including all contracts and purchase orders for work or products under this award.

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Signature of Authorized Official

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Print Name of Authorized Official

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Print Title of Authorized Official

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Date